

**Omaha Forbearance Order Amendment
to the Interconnection Agreement between
Qwest Corporation
and
MCImetro Access Transmission Services LLC
for the State of Nebraska**

This is an Amendment ("Amendment") to incorporate the FCC Omaha Forbearance Order into the Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Nebraska which was submitted to the Nebraska Public Service Commission ("Commission") for approval on September 19, 2006; and

WHEREAS, the Federal Communications Commission ("FCC") adopted a *Memorandum Opinion and Order on the Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005) ("OFO"); and

WHEREAS, the OFO materially modifies Qwest's obligations to offer unbundled local loops, unbundled subloops, unbundled network interface devices and unbundled dedicated interoffice transport in certain wire centers in Omaha, Nebraska; and

WHEREAS, the Parties wish to amend the Agreement to comply with the OFO, they hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

The Agreement is hereby amended by adding the terms and conditions set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the OFO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of OFO or concerning whether the OFO should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend the Agreement only to the extent specifically set forth herein. All other rates, terms and conditions of the Agreement shall remain in full force and effect.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission. The Parties agree to implement the provisions of this Amendment upon execution ("Execution Date").

VI. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives.

VII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below. If this Amendment is executed in multiple counterparts, each counterpart will be deemed an original, but all of which shall constitute one and the same instrument.

MCImetro Access Transmission Services LLC

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L.T. Christensen

Name Printed/Typed

Director- Interconnection Agreements

Title

Date

ATTACHMENT 1

1.0 Unbundled Network Element (UNE) Forbearance

1.1 Pursuant to the OFO for the Forbearance Wire Centers (as defined in Section 1.2 below), Qwest will not provide CLEC access to UNEs according to Section 251(c)(3) of the Telecommunications Act of 1996 to the unbundled DS0, DS1, and DS3 Local Loops (as defined in the Agreement), unbundled Subloops (as defined in the Agreement), unbundled Network Interface Device ("NID") (as defined in the Agreement) and Unbundled Dedicated Interoffice Transport (as defined in the Agreement).

1.2 As of the Execution Date of this Amendment, CLEC shall not order the UNEs identified in Section 1.1 of this Attachment 1. "Forbearance Wire Centers" means the following Wire Centers: Omaha Douglas, Omaha Icard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street. Qwest shall not be required to provide CLEC with access to unbundled Dedicated Interoffice Transport if either end point of the requested circuit route is in one of the Forbearance Wire Centers.

1.3 CLEC represents that, as of the effective date of this Amendment, CLEC does not have an embedded customer base served by any of the UNEs affected by this Amendment. The Parties further acknowledge and agree that the conversion process set forth in the OFO do not apply to any services CLEC purchases under the Qwest Platform Plus Master Services Commercial Agreement.